

June 27, 2017

EDWARD J. EMMONS, CLERK
U.S. BANKRUPTCY COURT
NORTHERN DISTRICT OF CALIFORNIA

Signed and Filed: June 26, 2017

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DENNIS MONTALI

U.S. Bankruptcy Judge

Attorneys for Movant,
MTGLQ Investors, LP

UNITED STATES BANKRUPTCY COURT

NORTHERN DISTRICT OF CALIFORNIA - SAN FRANCISCO DIVISION

In re

MATTHIAS R. MEDERER,

Case No. 13-30082-DM

Chapter 13

R.S. No. RPZ - 272

**ORDER GRANTING MOTION FOR
RELIEF FROM AUTOMATIC STAY****Hearing:**

Date: June 15, 2017

Time: 9:30 am

Cttrm: 17

Debtor.

Northern District of California - San
Francisco Division
United States Bankruptcy Court
450 Golden Gate Avenue
San Francisco, California, 94102

The above-captioned matter came for hearing on June 15, 2017, at 9:30 am, in Courtroom 17, upon the Motion of MTGLQ Investors, LP ("Movant"), for relief from the automatic stay of 11 U.S.C. § 362, to enforce its interest in the property of Matthias R. Mederer ("Debtor") commonly known as 1423-1427 McAllister St, San Francisco, California 94115 (the "Real Property"), which is legally described as follows:

SEE LEGAL DESCRIPTION IN DEED OF TRUST ATTACHED
AS EXHIBIT B TO MOTION FOR RELIEF FROM STAY,
DOCKET ENTRY NUMBER 41.

Appearances as noted on the record.

Based on the arguments of counsel, and good cause appearing therefor,

1 IT IS HEREBY ORDERED:

2 1) Effective August 31 2017, the automatic stay of 11 U.S.C. § 362 is hereby
3 terminated as it applies to the enforcement by Movant of all of its rights in the Real Property
4 under Note and Deed of Trust, and pursuant to applicable state law.

5 2) The 14-day stay provided by Bankruptcy Rule 4001 (a)(3) is waived;

6 3) Debtor shall tender regular monthly payments in the amount of \$8,583.50, on or
7 before June 30, 2017 and a payment in the amount of \$8,583.50 on or before July 31, 2017.
8 Payments are to be remitted to Rushmore Loan Management Services, P.O. Box 52708, Irvine,
9 CA 92619

10 4) In the event of any future default on any of the above described provisions,
11 inclusive of this Order, Movant shall provide written notice to Debtor at 1423-1427 McAllister
12 St, San Francisco, California 94115, and to Debtor's attorney of record, John D. Raymond, at
13 Law Offices of John D. Raymond, P.O. Box 642535, San Francisco, CA 94164-2535, indicating
14 the nature of the default. If Debtor fails to cure the default with certified funds after the passage
15 of ten (10) calendar days from the date said written notice is placed in the mail, then Movant
16 may file an Ex Parte Declaration of Non-Cure and an Order Terminating the Automatic Stay
17 with the court. Upon entry of said Order Terminating the Automatic Stay, the automatic stay
18 shall be immediately terminated as to Movant, and Movant may proceed to foreclose its security
19 interest in the Real Property under the terms of the Note and Deed of Trust and pursuant to
20 applicable state law and thereafter commence any action necessary to obtain complete possession
21 of the Real Property without further order or proceeding of this Court.

22 5) Upon foreclosure, in the event Debtor fails to vacate the Real Property, Movant
23 may proceed in State Court for unlawful detainer pursuant to applicable state law;

24 6) The foregoing terms and conditions shall be binding only during the pendency of
25 this bankruptcy case. If, at any time, the stay is terminated with respect to the Real Property by
26 court order or by operation of law, the foregoing terms and conditions shall cease to be binding
27 and Movant may proceed to enforce its remedies under applicable non-bankruptcy law against
28 the Real Property and/or against the Debtors.

1 7) The acceptance by Movant of a late or partial payment shall not act as a waiver of
2 Movant's right to proceed hereunder and/or its right to the complete contractual payment as
3 determined by the terms of the Note and Deed of Trust.

4 8) Upon entry of this Order, the Chapter 13 Trustee shall cease making payments in
5 regard to Movant's claim filed in this bankruptcy case;

6 9) Relief from the Automatic Stay is granted as to the Chapter 13 Trustee, Devin
7 Derham-Burk.

8 10) Movant may offer and provide Debtor with information re: a potential
9 Forbearance Agreement, Loan Modification, Refinance Agreement, or other Loan Workout/Loss
10 Mitigation Agreement, and may enter into such agreement with Debtor. However, Movant may
11 not enforce, or threaten to enforce, any personal liability against Debtor if Debtor's personal
12 liability is discharged in this bankruptcy case; and

13 11) This Order shall be binding and effective despite any conversion of this
14 bankruptcy case to a case under any other chapter of Title 11 of the United States Code.

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16
17 ** END OF ORDER **
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COURT SERVICE LIST